

WHEREAS, the State has agreed to dismiss the Complaint in exchange for (i) a

payment by the Defendants of \$75,000 to the Delaware Consumer Protection Fund to be distributed to the alleged victims in the State's sole discretion and (ii) agreement by the Defendants to the issuance of this Cease and Desist Order against them; such dismissal shall be with prejudice upon payment of all funds due and owing under this Agreement.

IT IS HEREBY ORDERED AND AGREED that:

(1) Defendants shall cease and desist from violating the Delaware Consumer Fraud and Deceptive Trade Practices Acts, and any and all Delaware consumer laws, specifically including refraining from the construction practices and construction-related practices identified in the Complaint, including:

- a. misrepresenting the grade and quality of lumber used;
- b. misrepresenting the r factor and degree of insulation provided;
- c. promising to deliver a "turn-key" home that is completely finished, but then subsequently imposing additional charges to finish it or delivering it in an unfinished state;
- d. deviating, without owner approval, from agreed-upon building plans or specifications that were incorporated into the contract;
- e. deliberately creating buyer confusion as to the price of the contract, options and supplies, by changing already agreed-upon prices and/or failing to disclose excluded items at the time of the contract;
- f. creating unsafe conditions in the homes by using unlicensed employees or sub-contractors;
- g. building the homes with grossly substandard workmanship, resulting in

structural defects, contrary to representations as to the quality of workmanship at the time of sale;

- h. substituting cheaper and/or inferior materials, including structural beams and columns, for the materials required by the plans and the contract;
- i. using fewer floor joists and roof rafters than called for by the plans;
- j. omitting necessary sealers and/or plastic barriers to keep moisture, condensation, and insects out;
- k. giving a one-year warranty that was not honored in good faith;
- l. converting building materials belonging to the buyers; and
- m. withholding funds rightfully belonging to the buyers; and

in connection with any residential or commercial construction they engage in, or any residential or commercial construction engaged in by any entity under their ownership, control or management.

(2) Defendants shall pay \$75,000 (seventy-five thousand dollars) as follows:

- a. \$30,000 (thirty thousand dollars) by bank or cashier's check on or before 9:00 a.m. EST, March 30, 2012; and,
- b. \$45,000 (forty-five thousand dollars) by bank or cashier's check on or before 9:00 a.m. EST, June 19, 2012.

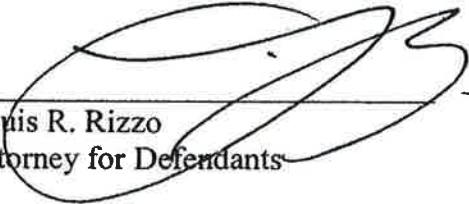
(3) Any failure to make timely payment in accordance with the terms of this Agreement will constitute a violation of this Agreement, resulting in an initial penalty of \$15,000, and an additional penalty of \$1,000 (one thousand dollars) for each calendar day for each day until a final payment of all amounts is received.

(4) Any other violation of this Agreement shall be subject to the penalty

provisions set forth in 29 *Del. C.* § 2526.



Kevin M. Carroll
Director, Consumer Protection Unit



Louis R. Rizzo
Attorney for Defendants

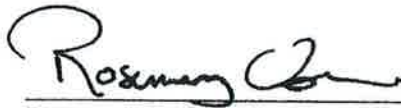
Dated: March 16, 2012

CONSENTED TO:



Richard Aslin, individually and on behalf of Aslin, Inc.

03/16/2012
Date



Rosemary Aslin, individually and on behalf of Aslin, Inc.

03/16/2012
Date